

REMARKS/ARGUMENTS

Favorable reconsideration of this application, in view of the above amendments and in light of the following discussion, is respectfully requested.

Claims 24-32 and 34-47 are pending. In the present amendment, Claims 24-29, 31, 32, 36-40, 42, and 46 are currently amended, Claim 33 is canceled without prejudice or disclaimer, and new Claim 47 is added. Support for the present amendment can be found in the original specification, for example, at page 7, lines 29-37, at page 8, line 9 to page 9, line 4, at page 9, line 25 to page 10, line 36, in Figures 1 and 2, and in Claims 24-26. Thus, it is respectfully submitted that no new matter is added.

In the outstanding Office Action, the drawings were objected to; Claims 24-46 were rejected under 35 U.S.C. §112, second paragraph; Claims 24-30, 32-34, 38, and 44-46 were rejected under 35 U.S.C. §103(a) as unpatentable over Praeger (U.S. Patent No. 2,338,870) in view of Demars et al. (U.S. Patent No. 6,138,434, hereinafter “Demars”); Claims 31, 35-37, 39, and 41-43 were rejected under 35 U.S.C. §103(a) as unpatentable over Praeger in view of Demars, and further in view of Hermens et al. (German Patent Publication No. DE10063547, hereinafter “Hermens”); and Claim 40 was rejected under 35 U.S.C. §103(a) as unpatentable over Praeger in view of Demars, and further in view of Kreyenborg et al. (U.S. Patent No. 6,623,203, hereinafter “Kreyenborg”).

Initially, it is noted that Claim 33 is hereby canceled without prejudice or disclaimer. Thus, it is respectfully submitted that the rejections of this claim are moot and should be withdrawn.

Regarding the objection to the drawings, it is noted that Claim 46 no longer recites the framework. Accordingly, it is respectfully requested that the objection to the drawings be withdrawn.

Regarding the remaining rejections under 35 U.S.C. §112, second paragraph, it is noted that Claim 24 is hereby amended to clarify that the inside faces are “inside panel surfaces.” Further, Claim 24 no longer recites outside faces.

Regarding the “intermediate layer” recited in Claim 25, it is noted that Claim 25 is hereby amended to clarify that the intermediate bonding layers are those recited in Claim 24. Further, the term “and” is replaced with “plus” to clarify what the sum is referring to.

Regarding Claims 28 and 29, it is noted that these claims are each amended to clarify the specific projecting rims and recess rims that are being referenced.

Regarding Claim 31, it is noted that Claim 31 is hereby amended to depend on Claim 24. Accordingly, the antecedent basis issues identified in the Office Action are believed to be resolved.

Regarding Claim 46, it is noted that an exemplary embodiment of the façade is described in the original specification at page 15, lines 2-35. As understood from this description, the “plurality of glass glazing panels” is different from the “plurality of individual glazing elements.” Therefore, the claim terms are being used consistently with the specification and the antecedent basis is correct.

Accordingly, in view of the above-discussed amendments, each of the pending claims is believed to be definite and no further rejection on that basis is anticipated. However, if the Examiner disagrees, the Examiner is invited to telephone the undersigned who will be happy to work with the Examiner in a joint effort to derive mutually acceptable language.

Turning now to the rejections under 35 U.S.C. §103(a), Applicants respectfully request reconsideration of these rejections and traverse these rejections, as discussed below.

Claim 24 is hereby amended to recite two laminated glazing elements that each include a plurality of individual glazing elements that are assembled to one another by

intermediate bonding layers. Further, the two laminated glazing elements are assembled to one another in the overlap region between the another intermediate bonding layer.

It is respectfully submitted that the cited references do not disclose or suggest every feature recited in independent Claim 1.

Praeger describes a wall partition (10) comprising a series of laminated plasterboard sections (A, B, C, D). Each laminated plasterboard section (A, B, C, D) includes two individual plasterboard panels (11, 12) that are rigid and assembled to one another by means of an intermediate bonding layer (13).

In addition, the two individual plasterboard panels (11, 12) of each laminated plasterboard section (A, B, C, D) of Praeger provide a “butt” formation at the ends (11a, 12a) of the panels. Thus, when two of the laminated plasterboard sections (A, B) succeed one another in a direction of extension, as shown on Figure 2 of Praeger, inside panel surfaces of the laminated plasterboard sections (A, B) are contiguous and in perpendicular projection to one another in an overlap region.

The Office Action, in section 7 on page 5, acknowledges that “Praeger fails to disclose that the panels are laminated glazing elements.” Instead, the Office Action relies on Demars to cure this deficiency of Praeger.

Demars describes a glazed element (1) having a high insulating ability, which comprises two glass sheets (4, 5) between which a vacuum is created. The glazed element (1) is fitted with a fastening unit (12) for fastening said glazed element to a bearing structure.

However, it is respectfully submitted that the cited combination does not disclose or suggest “two laminated glazing elements each including a plurality of individual glazing elements . . . assembled to one another at a surface by intermediate bonding layers . . . the two laminated glazing elements are assembled to one another in the overlap region by another

intermediate bonding layer provided between said contiguous inside panel surfaces of the laminated glazing elements,” as recited in amended Claim 24.

Instead, it is noted that Praeger deals with the assembly of laminated plasterboard sections and does not disclose an assembly device comprising laminated *glazing* elements. Demars relates to the technical field of the insulating glazing units, such as double glazings. This is a different technical field from that of Claim 24, which focuses on *laminated* glazing elements, i.e. glazing elements which include several individual glazing panels assembled to one another by means of intermediate bonding layers, e.g. made of polyvinyl butyral (PVB). Thus, Demars does not cure this deficiency of Praeger.

Moreover, Praeger does not disclose that the two laminated plasterboard sections (A, B) are assembled to one another in the overlap region *by means of an additional intermediate bonding layer* provided between said contiguous inside panel surfaces of the laminated plasterboard sections. Instead, for the assembly of the two successive laminated plasterboard sections (A, B), Praeger describes the use of U-shaped clips, which is not an intermediate bonding layer.

Demars also does not disclose an assembly device comprising two laminated glazing elements which succeed one another in a direction of extension and partially overlap in an overlap region. Nor does Demars disclose that inside panel surfaces of the laminated glazing elements are contiguous and in perpendicular projection to one another in the overlap region, and that the laminated glazing elements are assembled to one another in the overlap region by means of an additional intermediate bonding layer provided between said contiguous inside panel surfaces of the laminated glazing elements.

It is noted that the assembly comprising the successive laminated glazing elements is **transparent, even in the overlap region** since the additional intermediate bonding layer provided between the contiguous inside panel surfaces of the laminated glazing elements in

the overlap region is of the same type as the intermediate bonding layers assembling the individual glazing elements of each of the laminated glazing elements, for example, a thermoplastic adhesive film such as PVB (see [0026] lines 5-8 and [0029] lines 1-8 of US2007/0125014A1 as published). Due to the relatively soft intermediate layer assembling the contiguous inside panel surfaces, the assembly comprising the successive laminated glazing elements **may allow minor disparities** relative to the parallel longitudinal alignment of the laminated glazing elements **and in limited manner also dynamic deformations** due to the pressures and turning moments that act from the outside (see [0029] lines 11-18 of US2007/0125014A1 as published).

Thus, one of the problems that the claimed assembly device can solve relative to Praeger can be considered that of creating a transparent glazing assembly, such as a glazed façade, comprising several laminated glazing elements which succeed one another in a direction of extension, in which the connection between the successive laminated glazing elements is, on the one hand, not visible so as to preserve the aesthetics of the assembly and, on the other hand, configured to accept limited dynamic deformations of the assembly due to external forces, such as pressure or turning moments, applied to the assembly.

None of the documents cited in the Office Action raises the above problem. Thus, a person of ordinary skill in the art would not find it obvious to refer to and use the teachings of these documents to solve the above problem.

Moreover, even if a person of ordinary skill in the art used the teaching of the cited documents, he or she would not find the solution according to the claimed assembly device, which is absolutely not disclosed in these documents. In particular, as already mentioned, the cited combination does not disclose or suggest an assembly comprising two laminated glazing elements which partially overlap in an overlap region and are assembled to one another in this overlap region by means of an intermediate bonding layer.

Accordingly, even assuming that the cited combination is proper, it is respectfully submitted that the cited combination does not disclose or suggest every feature recited in Claim 24. Thus, Applicants respectfully request that the rejection of Claim 24, and all claims dependent thereon, based on the cited combination of Praeger in view of Demars be withdrawn.

Regarding the remaining rejections in the outstanding Office Action, it is respectfully submitted that Hermens and Kreyenborg do not cure the above-noted deficiencies of Praeger in view of Demars. Accordingly, it is respectfully requested that the remaining rejections be withdrawn.

New Claim 47 is added by the present amendment. Support for new Claim 47 can be found in the original specification, for example, at page 8, line 24 to page 9, line 4, in Figures 1 and 2, and in Claims 24-26. Thus, it is respectfully submitted that no new matter is added.

As Claim 47 depends on independent Claim 24, it is respectfully submitted that Claim 47 is patentable over the cited references for at least the reasons discussed above with respect to Claim 24.

Consequently, in view of the present amendment, no further issues are believed to be outstanding in the present application and the present application is believed to be in condition for formal allowance. A notice of allowance is earnestly solicited.

Respectfully submitted,

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